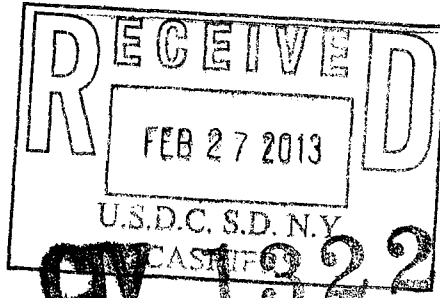


James H. Power  
Marie E. Larsen  
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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ANISA SHIPPING LIMITED

Petitioner,

- against -

SOCIEDAD IMPORTADORA  
EXPORTADORA DE ACEROS Y METALES  
LIMITADA DE CHILE,

Respondent.

13 Civ \_\_\_\_ (\_\_\_\_)

**PETITION TO COMPEL  
ARBITRATION PURSUANT TO  
9 U.S.C. §§1-307**

Petitioner, ANISA SHIPPING LIMITED (hereinafter "Anisa", "Petitioner" or "Buyers"), by its attorneys Holland & Knight LLP, as and for its Petition against Respondent, SOCIEDAD IMPORTADORA EXPORTADORA DE ACEROS Y METALES LIMITADA DE CHILE (hereinafter "Respondent" or "Sellers"), alleges upon information and belief as follows:

**JURISDICTION**

1. This Petition to compel arbitration is made pursuant to 9 U.S.C. § *et seq.*, in accordance with the parties' written agreement to arbitrate at New York.

**THE PARTIES**

2. Petitioner Anisa, at all times hereinafter mentioned, was and still is a foreign business entity with an address at P.O Box 480, Main Street, Charlestown Nevis.

3. Respondent, at all times hereinafter mentioned, was and still is a legal entity duly organized and existing under the laws of Chile with an office and place of business at Jaime Repullo 178, Talcahuano, Chile.

**THE NATURE OF THE PARTIES' DISPUTE**

4. On or about February 23, 2012, Respondent, as Seller of EX-AO "EL ARAUCANO" (the "Vessel"), and Petitioner, as Buyer, entered into a Memorandum of Agreement ("MOA") for the sale of the Vessel for a price of \$1,018,425.00. Exhibit 1. The MOA provided for a deposit of 10% of the total price (\$101,843.00) on February 24, 2012, and payment of the balance (90%, or \$916,582.00) upon delivery of the required documents and the moment the Vessel is ready for delivery.

5. The MOA also provided for the arbitration of all disputes in New York.

Part Clause 18 of the MOA expressly states as follows:

ARBITRATION. If any dispute arises concerning the interpretation or performance of this contract it shall be settled by arbitration in New York City, United States of America and subjected to a single arbitrator to be appointed by the parties hereto. If the parties cannot agree on the appointment of a sole arbitrator, the dispute shall be settled by three arbitrators, each party shall appoint one arbitrator and the third being appointed by the courts of that jurisdiction. If any of the arbitrators appointed refuses or is unable to act, the party who appointed him shall appoint a new arbitrator in his place.

See Exhibit 1, Clause 18.

6. On March 23, 2013 the vessel was inspected pursuant to clause 4 of the MOA, which states that "[t]he ship since the signing of this agreement may be inspected by buyers. The sale is, therefore, subject to the terms and conditions set forth herein and inspection of the vessel which is sold in the state it is currently and is known by buyers..." At the time of inspection the generators of the vessel were in working condition. Exhibit 1, Clause 4.

7. Further, clause 10 of the MOA provides that "The vessel will be delivered and taken by the buyers in the state, condition as inspected with fair wear and tear excepted and place it currently is, which is known and fully accepted by the buyers." Exhibit 1, Clause 10.

8. On February 28, 2013, in accordance with the MOA, Buyers remitted a deposit of USD \$101,843.00. The balance of the purchase price was remitted on May 11, 2012 in the amount of USD \$916,582.00.

9. The vessel was handed over to the buyers on May 14, 2012 and it was observed that none of the generators were working. Buyers incurred costs for the repair of the generators, and were unable to depart from the place of delivery for a period of 4 months and 28 days.

10. Clause 5 of the MOA states that "[t]he vessel will be delivered to buyers, and taken by them in the current location in which it is, that is, in the Bay of Talcahuano. Delivery is made within fifteen calendar days after the delivery of the documents specified in clause 12... Buyers are entitled to keep the boat in its current location in the bay of Talcahuano for a period of 40 days. If buyers must keep the vessel in its current location beyond 40 days the buyer pays a daily rate of US \$2200 from the date of expiry of 40 days." Exhibit 1, Clause 5.

11. Due to the material breach of clauses 4 and 10 of the MOA, namely, that the vessel was not delivered in the condition it was inspected, the vessel was not in fact "delivered" for the purposes of clause 5, and buyers were unable to move the vessel from its location within 40 days.

12. On or about October 12, 2012, the vessel was arrested by Chilean authorities, thus incurring substantial costs in connection with the arrest. Buyer asserts that because sellers breached the Agreement, this attachment was wrongful. Buyers have remitted full payment under the Agreement and thus have not breached clause 16, "Buyer's Default." Further, any

delay in moving the vessel pursuant to clause 5 was caused by Seller's breach of the agreement for failure to deliver the vessel in proper condition.

13. As a result of the breach of the MOA including but not limited the Seller's failure to deliver the vessel in the condition it was as well inspected, costs incurred in connection with the repair of the Vessel, cost associated with the wrongful attachment of the Vessel, Respondent is liable to Petitioner in the sum of at least \$553,629.00.

14. On December 27, 2012, Anisa, pursuant to Clause 18 of the MOA, formally demanded arbitration at New York, concomitantly appointing as its arbitrator Juan Anduiza and requesting that Respondent either agree to the sole arbitrator, or in the alternative, nominate a second arbitrator. Exhibit 2. Notice was provided in accordance with the MOA by email to [rahumada@inversioneslampa.ci](mailto:rahumada@inversioneslampa.ci) and by FedEx to Mr. Victor Antonia Jara Barril. *Id.*

15. As Respondent ignored the December 27, 2012 arbitration demand, Anisa, on February 1, 2013, notified Respondent in writing of its appointment of a second arbitrator, as per the requirements of Clause 18 of the MOA. Exhibit 3. Notice was provided in accordance with the MOA by email to [rahumada@inversioneslampa.ci](mailto:rahumada@inversioneslampa.ci) and by FedEx to Mr. Victor Antonia Jara Barril. *Id.*

16. On February 6, 2013, the arbitrators appointed a third arbitrator as Panel Chairman, Mr. Jack Berg, and provided notice in writing to Respondent. Exhibit 4.

17. On February 7, 2013 the Panel Chairman wrote to Respondent to inquire whether Respondent intended to participate in the arbitration proceeding.

18. On February 13, 2013 Petitioner sent written notice by Federal Express of its intentions to proceed with a Petition to Compel arbitration in District Court pursuant to 9 U.S.C §4 and that in five (5) business days after confirmation of receipt of notice, Petitioner would so

file. Exhibit 5. Petitioner received confirmation that notice was received on February 18, 2013.  
*Id.*

19. To date, the Respondent has not appointed an arbitrator nor responded in any way to Petitioner's demand for arbitration. Despite Respondent's failure to exercise its right to appoint an arbitrator under the MOA, a Panel of three arbitrators has been properly convened nonetheless and are ready to proceed.

**RELIEF REQUESTED**

20. Anisa and Respondent were parties to a contract that provides for all disputes arising from its performance to be settled by arbitration in New York. See Exhibit 1, Clause 18.

21. Anisa and Respondent are contractually bound to arbitrate the claim which is the subject of this Petition.

22. Anisa has demanded New York arbitration and the written arbitration demand was duly made upon and delivered to the Respondent. See Exhibit 2.

23. Anisa has duly performed all of its obligations in accordance with the terms and conditions of the governing MOA.

24. Respondent, in violation of its contractual obligations to arbitrate under the Charter Party and the Federal Arbitration Act, has wrongfully ignored Anisa's arbitration demand.

25. Respondent is required to either agree to a sole arbitrator, or in the alternative, appoint its own arbitrator, pursuant to the terms and conditions of the MOA's Arbitration Clause and the Federal Arbitration Act, but has failed to nominate any arbitrator to date. Accordingly, Anisa respectfully requests that the Court direct the Respondent to proceed immediately to arbitration as required by the Charter Party.

26. Respondent's failure to comply with the unequivocal agreement of the parties to arbitrate has necessitated the making of this application. Accordingly, Anisa requests that it be awarded the costs and attorneys' fees incurred in making this Petition.

27. No previous application has been made to this Court or any other Court or Judge, for the relief sought herein.

WHEREFORE, Petitioner prays in accordance with the provisions of the Federal Arbitration Act, that this Honorable Court enter an Order:

(1) directing that Respondent proceed with arbitration in accordance with the Memorandum of Agreement, dated February 23, 2012;

(2) directing that the arbitration proceed in the manner provided in the Memorandum of Agreement before the Panel of arbitrators as it is currently comprised;

(3) awarding Anisa the costs and attorneys' fees for this Petition and such other and further or different relief as the court may deem just and proper in the circumstances.

Dated: New York, New York  
February 27, 2013

Respectfully submitted,  
By:   
James H. Power  
Marie E. Larsen  
HOLLAND & KNIGHT LLP  
*Counsel for Anisa Shipping Limited*  
31 West 52<sup>nd</sup> Street  
New York, NY 10019  
Telephone: (212) 513-3200  
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Email: james.power@hklaw.com  
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**EXHIBIT 1**

## CONTRACT

In Talcahuano, Chile, February 25, 2012, appears SOCIEDAD IMPORTADORA Y EXPORTADORA DE ACEROS Y METALES LIMITADA, represented by Mr. VICTOR ANTONIO JARA BARRIL, henceforth known as 'the sellers', both resident in Avenue Jaram Repullo 178 Talcahuano city. And Messrs. Anisa Shipping Limited, P.O. Box 460 Main Street Charlestown Nevis, represented by Mr. DIMITRIOS KALOGERAKIS henceforth known as 'the buyers', who have agreed today the purchase of EX - AC "EL ARANKAND" preamble

1. Vendors sellers are a Chilean business entity that owns the vessel EX - AC "EL ARANKAND" acquired by it Sociedad de Inversiones Lampa Ltda, prior to this award through a competitive tender held by the Navy of Chile

2. While buyers are an entity based in Charlestown Nevis and are interested in buying the boat sellers -

3. - in this way, it is agreed a contract of sale with respect to the said ship on the following conditions:

1. The total price of the vessel EX - AC "EL ARANKAND" is of one million eighteen thousand eight hundred twenty five United States dollars, (USD 1,842,000) and the buyers must pay the following:

### 2. DEPOSIT

As a security measure for the proper fulfillment of this contract, the buyers must pay, by bank deposit, the 10% (Ten percent) of the total price, which will be, USD 184,200 (one hundred and one thousand eight hundred forty three United state dollars). This must be made within one (one) New York/London banking day after the signing of this Agreement. The bank will inform the payment is being made.

For the Seller: SOCIEDAD IMPORTADORA Y EXPORTADORA DE ACEROS Y METALES LIMITADA

For the Buyer: BEVA CHILL, OFICINA PANAMERICANA NORTE



Account: 0029-0100243812

Swift Code: BHFCLRM

Intermediary Bank: STANDARD CHARTERED BANK

Intermediary Swift code: SCSLUS33

Payment Method:

Buyer must pay the balance (ie. 50% (twenty percent) remaining of the total purchase price corresponding to USD 916,580 (nine hundred and sixteen thousand five hundred eighty-two United States dollars) within three banking days following the London or New York or delivery of the documents listed in clause 12, by means of delivery of documents, being understood from that moment the ship ready for delivery to the terms and conditions of this agreement. This payment shall be made by a bank deposit in the following account:

Bank Name: BCI

Object Name: SOCIEDAD IMPORTADORA Y EXPORTADORA DE ACEROS Y METALES LTDA

Bank Name: BBVA CHILE, OFICINA PANAMERICANA NORTE

Account: 0029-0100243812

Swift Code: BHFCLRM

Intermediary Bank: STANDARD CHARTERED BANK

Intermediary Swift code: SCSLUS33



4. IMPROVECTIONS



The ship since the signing of this agreement may be inspected by buyers. The sale is, therefore, subject to the terms and conditions set forth herein and inspection of the vessel, which is sold in the state it is currently and is known by buyers. Buyers will be responsible for inspection without delay to the ship. Buyers should inspect the vessel unopened and no cost to vendors.

#### 5. PLACE AND TIME OF DELIVERY AND REMOVAL

The vessel will be delivered to buyers, and taken by them in the current location in which it is, that is, in the Bay of Talcahuano. Delivery is made within fifteen calendar days after expiry, if the documents specified in clause 12. The vessel buyer, if possible, set a specific day of delivery.

Buyers are entitled to keep the boat in its current location in the bay of Talcahuano for a period of 40 days. If buyers must keep the vessel in its current location beyond 40 days, the buyer pays a daily rate of U.S. \$ 2200 (2200 dollars) from the date of expiry of 40 days.

#### 6. NOTICE OF PREPARATION

The vessel is considered ready for delivery at the agreed location after the full price agreed has been paid.

#### 7. DELAYS / CANCELING

In the case that the sellers could not deliver the vessel at the agreed date, the responsibility of paying for the use of time of the tug, at a standard rate of sea demurrage, will fall on them. The sellers are not responsible for informing the buyers about their inability to deliver the vessel in accordance with the terms of this Agreement, if this is done in advance and on time.

If the seller declares in writing its inability to deliver the vessel in accordance with the terms of this Agreement, then, within 48 hours of said statement, the buyers must declare immediately whether to keep or cancel this agreement. The sellers should provide a new delivery date to the buyers in said statement.

If the buyers choose to terminate this Agreement, the deposit will be refunded immediately to the buyers, at the latest within 48 hours. If the buyers do not declare their position, by writing, within 48 hours of the seller's notification, it automatically means that the buyers have no objection to the date of delivery of the vessel being extended, in which case all

other terms and conditions of this Agreement remain in full force and effect until the new delivery date given by the sellers.

### 9. CHARTER

The sellers state that the vessel at the time of physical and legal delivery is free of all charges and maritime liens, encumbrances, seizures, debts or any other liabilities of any kind. In case that any claim is made before the time of delivery against the vessel, the sellers agree to indemnify buyers against all the consequences of those claims.

In the event that the vessel was stopped after the departure, due to claims against the sellers, they shall take all actions to prevent the vessel from being taken under custody. If the sellers do not act quickly, the buyers are free to take any actions to free the vessel of any detention. In this case, all expenses, losses, damages and payments made by the buyers to release the vessel, shall be borne by the Sellers.

### 10. COSTS

All taxes, fees and expenses related to the purchase shall be borne by buyers.

### 11. DELIVERY STATUS

The vessel will be delivered and taken by the buyers in the state, condition as inspected with fair wear and tear excepted and place it currently is, which is known and fully accepted by the buyers.

From the time of delivery, the vessel with all that belongs on board or ashore will be the vessel's property of the Buyers, including all expenses that may arise, but subject to the terms of this contract.

### 12. PARTS, ETC.

The vessel shall be delivered to the buyer with everything that is on board the vessel at the time of delivery and as inspected. All spare parts that were in the interior and all the backup equipment belonging to the vessel, used or not used, which are on board or ashore and as inspected, will become the property of the Buyers.

The Buyer shall take over without extra payment any remaining bunkers, unused lubricating oils and unused stores and provisions at the port of delivery of the vessel.

#### COVENANTS

The seller will provide to the buyer's the following documents at the time of closing and delivery:

1. - Commercial Invoice

2. - O U S for the first shipment.

3. - LETTER OF vendors, the crew, officers and teachers have been paid and that no complaints have been filed against the vessel.

4. - LETTER OF vendors who agree that the VESSEL IS FREE OF ALL maritime liens, mortgages and other claims whatsoever.

5. - CERTIFICATE OF DISPOSAL OF GOVERNMENT GEAR IN CONNECTION WITH THE SALE OF THE NAVY TO THE SOCIEDAD DE INVERSIONES LAMP.

6. - Inventory of existing machinery of the boat sold by vendor -

7. - LAND AND PROPERTY TAX CERTIFICATE INDICATING THAT THE BOAT IS FREE from all taxes, charges and levies -

8. - CERTIFICATE THAT ALL TAX + ETC EXPORT taxes are paid by the original purchaser. (PROOF OF THE SAME TO BE PROVIDED)

9. - Copy in Power of the representative of the seller -

10. - Bill of lading and compliance

11. - DECLARATION OF VESSEL

12. - Bill of lading

Ship Type: Tanker

Building Country: DENMARK

Year built: 1966

Current Displacement: 5,500 tons

Length overall: 73.77 meters

Max Beam 22-56 meters

#### 14. TOTAL / CONSTRUCTIVE TOTAL LOSS

If the ship suffers a partial or total loss before delivery, this contract shall be null and void and the deposit will be refunded to the buyers within 3 business days. In the event that the vessel is lost or damaged prior to delivery for any reason before delivery, the buyers will have the right to request the appropriate refund of the purchase price.

#### 15. FORCE MAJEURE

If the sellers cannot transfer the title of the vessel to the buyers or these are unable to accept the transfer of the ship under this contract due to an outbreak of war or government restrictions and other authorities or the laws of God, princes or people of any nation or UN military operations, epidemics or any other event as the previous one on which neither buyers nor sellers have no control, which may be temporary or permanent in nature and can occur in the place of delivery, or if the vessel should become an actual or constructive total loss, then either the sellers or the buyers can terminate the contract upon written request or fax notice of one party to the another without any further liability to either party.

In this case and once the Contract is in accordance with the provisions of this clause or the contract is ended, buyers may contest the decision and all money paid by buyers shall be provided back to the buyers at the deadline agreed in this Agreement and any other kind of force majeure reason is a breach of the terms of the contract.

#### 16. BUYERS DEFAULT

If the buyers do not pay within the time limits set out in section 3 of this agreement 90% (ninety percent) of the purchase price and having complied with the sellers all obligations under the agreement, the sellers have the right to cancel or terminate this contract. In either case, 10% (ten percent) for the deposit paid by buyers indicated in paragraph or clause 3 of this agreement remain in power for these purposes compensation. If this amount does not cover losses of the sellers, these have the right to request additional compensation for their losses and provide all expenses together with interest at a 10% rate.

#### 17. SELLERS DEFAULT

If the sellers cannot make a legal transfer or delivery of the ship with everything that belongs in the manner provided in this Agreement and within the time allowed for any

reason are responsible, the buyers have the right to cancel this contract, in which case the amounts already paid to the sellers in full, must be immediately returned to the buyers within 5 business days plus interest at a rate of 12%. The Sellers shall make due compensation for the proven losses in full caused to the Buyers by failure to execute a legal transfer or in deliver the vessel in the manner and within the time specified in clause 7.

#### 10. ARBITRATION

Any dispute arising out of and the interpretation or non-observance of this contract shall be settled by arbitration in New York City, United States of America and subjected to a single arbitrator to be appointed by the parties hereto. If the parties cannot agree on the appointment of a sole arbitrator, the dispute shall be settled by three arbitrators. Each party shall appoint one arbitrator and the third being appointed by the courts of that jurisdiction. If any of the arbitrators appointed refuses or is unable to act, the party who appointed him shall appoint a new arbitrator in his place.

The award rendered by the Arbitral Tribunal shall be final and binding on the parties and may, if necessary, be applied by the Court or other competent authority in the same way as judgment of the Court of Justice. Enforced, in accordance with the provisions for its execution.

#### 11. DELIVERY AND RECEIPT

The vessel shall clear an extra payment at the port of delivery of the remaining purposes of non-used and unused stores and all spare parts and spare equipment. The vessel shall be delivered in the condition as inspected with fair wear and tear excepted, virtually intact with all on board without any transfer involving the description and the displacement of the ship, but excluding personal effects that could be found in it.

#### 12. REPRESENTATIVE OF THE BUYERS

The sellers agree to allow the buyers or their designated representatives, up to a maximum of 12 people, to visit the vessel and to use a risk of the vessel, without obligation to pay for the admission for the purpose of familiarization only. These people should not interfere and disturb the duties of the crew and once on board the vessel shall sign a letter of indemnity.

#### 13. COSTS

## 21. COSTS

All expenses in the port of delivery, before delivery, such as fees or expenses due or payable for exterior cleaning, customs clearance fees, port fees, taxes and paycheck of the Sellers agent run on behalf of the Sellers. Any other fees or taxes that are incurred by the vessel after the physical delivery to the buyers will be borne by them.

## 22. PROTOCOL OF DELIVERY AND ACCEPTANCE

The Protocol to the physical delivery and acceptance will be signed by 1) a representative of the sellers, and 2) a representative of the buyers immediately after payment of the total purchase price to the sellers.

## 23. CONFIDENTIALITY

The name and behalf of buyers or negotiations conducted under this agreement will be kept strictly private and confidential.

## 24. COMMUNICATIONS

All communication and all notices and communications relating to this contract shall be addressed as follows:

For the sellers: rahumada@inversioneslampacil

For the buyers: c/o GMS gms@gmsinc.ae

This Memorandum of Understanding was drawn up in two original copies of the same form and content, one for the sellers and other for the buyers.

GR. PASSP. AE1424601

P. 227 AC-8

*[Handwritten signature]*

**VENEGAS RAMIS**  
**ABOGADOS**  
Anibal Pinto 215 Of. 502  
Fono: 2460775

**EXHIBIT 2**



# Holland & Knight

31 West 52nd Street | New York, NY 10019 | T 212.513.3200 | F 212.385.9010  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

December 21, 2012

**Via E-Mail**

Sociedad Importadora Exportadora de Aceros y  
Metales Limitada of Chile  
Jaime Repullo 178  
Talcahuano  
Chile

Attention: Mr. Victor Antonia Jara Barril  
Attention: [rahumada@inversioneslampa.ci](mailto:rahumada@inversioneslampa.ci)

**Arbitration Notice**

Dear Sirs:

We represent Anisa Shipping Limited ("Anisa" or "Buyers") for claims arising out of the contract for sale of the vessel EX - AO "EL ARAUCANO," otherwise known as the M/V ARAU, described below. We write this letter to commence arbitration against Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile ("Sociedad" or "Sellers"). Anisa proposes Juan Anduiza as sole arbitrator. Sociedad shall either agree to accept Juan Anduiza as sole arbitrator or appoint a second arbitrator within 20 days of this Arbitration Notice.

On February 23, 2012, a Memorandum of Agreement (MOA) was entered into between the parties for the delivery and acceptance of the ARAUCANO. On March 23, 2013 the vessel was inspected Pursuant to clause 4 of the MOA, which states that "[t]he ship since the signing of this agreement may be inspected by buyers. The sale is, therefore, subject to the terms and conditions set forth herein and inspection of the vessel which is sold in the state it is currently

Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile  
Attention: Mr. Victor Antonia Jara Barril  
December 21, 2012  
Page 2

and is known by buyers..." At the time of inspection the generators of the vessel were in working condition.

Further, clause 10 of the MOA provides that "The vessel will be delivered and taken by the buyers in the state, condition as inspected with fair wear and tear excepted and place it currently is, which is known and fully accepted by the buyers."

On February 28, 2013, in accordance with the MOA, Buyers remitted a deposit of USD \$101,843.00. The balance of the purchase price was remitted on May 11, 2012 in the amount of USD \$916,582.00.

The vessel was handed over to the buyers on May 14, 2012 and it was observed that none of the generators were working. Buyers incurred costs for the repair of the generators, and were unable to depart from the place of delivery for a period of 4 months and 28 days.

Clause 5 of the MOA states that "[t]he vessel will be delivered to buyers, and taken by them in the current location in which it is, that is, in the Bay of Talcahuano. Delivery is made within fifteen calendar days after the delivery of the documents specified in clause 12... Buyers are entitled to keep the boat in its current location in the bay of Talcahuano for a period of 40 days. If buyers must keep the vessel in its current location beyond 40 days the buyer pays a daily rate of US \$2200 from the date of expiry of 40 days."

Due to the material breach of clauses 4 and 10 of the MOA, namely, that the vessel was not delivered in the condition it was inspected, the vessel was not in fact "delivered" for the purposes of clause 5, and buyers were unable to move the vessel from its location within 40 days.

On or about October 12, 2012, the vessel was arrested by Chilean authorities, thus incurring substantial costs in connection with the arrest. Buyer asserts that because sellers breached the Agreement, this attachment was wrongful. Buyers have remitted full payment under the Agreement and thus have not breached clause 16, "Buyer's Default." Further, any

Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile  
Attention: Mr. Victor Antonia Jara Barril  
December 21, 2012  
Page 3

delay in moving the vessel pursuant to clause 5 was caused by Seller's breach of the agreement for failure to deliver the vessel in proper condition.

Under clause 18 of the MOA, "[i]f any dispute arises concerning the interpretation or performance of this contract it shall be settled by arbitration in New York City, United States of America and subjected to a single arbitrator to be appointed by the parties hereto. If the parties cannot agree on the appointment of a sole arbitrator, the dispute shall be settled by three arbitrators, each party shall appoint one arbitrator and the third being appointed by the courts of that jurisdiction." Anisa hereby commences arbitration against Sociedad.

Anisa seeks a final award, stating that:

- (1) seller's failure to deliver the vessel in the condition it was inspected, including but not limited to properly working generators, constituted a breach of the Agreement;
- (2) due to seller's breach of the Agreement, buyer incurred substantial costs in connection with the repair of the vessel which shall be paid by buyer;
- (3) seller has breached the Agreement and thus the attachment of the vessel was wrongful;
- (4) as such, sellers shall be responsible for all damages in connection with the wrongful attachment, including but not limited to legal fees, bunker costs, and any delay damages which currently are estimated to be \$553,629.00 excluding interest, costs, and legal fees; and
- (5) any further relief which the Panel finds is due to buyer for seller's breach of the Agreement and for the wrongful attachment of the M/V ARAU.

In addition, Anisa seeks to recover from Sociedad the expenses of prosecuting these claims, including but not limited to its legal fees. Anisa reserves the right to supplement or amend its claims.

Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile  
Attention: Mr. Victor Antonia Jara Barril  
December 21, 2012  
Page 4

Pursuant to Clause 18 of the MOA, Anisa proposes the appointment of Juan Anduiza as an arbitrator. Mr. Anduiza's contact information is as follows:

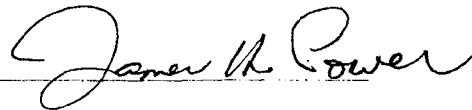
122 Sussex Dr.  
Manhasset, NY 11030  
Tel: (516) 627-5621  
Cell: (917) 287-4541  
E-mail: [juananduiza@optimum.net](mailto:juananduiza@optimum.net)

If Sociedad fails to agree to the appointment of Mr. Anduiza as an arbitrator pursuant to Clause 18, or in the alternative, appoint a second arbitrator within 20 days, Anisa will immediately appoint a second arbitrator.

We look forward to hearing from you as to Sociedad's agreement to Anisa's proposed arbitrator within this 20 day period.

Very truly yours,

HOLLAND & KNIGHT LLP

By 

James H. Power

*Attorneys for Anisa Shipping Limited*

cc: Juan Anduiza



January 14, 2013

Dear Customer:

The following is the proof-of-delivery for tracking number **794399163530**.

---

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivered to:</b>	Receptionist/Front Desk
<b>Signed for by:</b>	G.TESO	<b>Delivery location:</b>	TALCAHUANO
<b>Service type:</b>	FedEx International Economy	<b>Delivery date:</b>	Jan 4, 2013 11:39
<b>Special Handling</b>	Deliver Weekday		

NO SIGNATURE IS AVAILABLE

FedEx Express proof-of-delivery details appear below; however, no signature is currently available for this shipment. Please check again later for a signature.

---

**Shipping Information:**

<b>Tracking number:</b>	794399163530	<b>Ship date:</b>	Dec 27, 2012
		<b>Weight:</b>	1.0 lbs/0.5 kg

**Recipient:**  
TALCAHUANO CL

**Shipper:**  
NEW YORK, NY US

**Reference** 134176.00001

Thank you for choosing FedEx.

**EXHIBIT 3**

# Holland & Knight

31 West 52nd Street | New York, NY 10019 | T 212.513.3200 | F 212.385.9010  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

February 1, 2013

**Via E-Mail**

Sociedad Importadora Exportadora de Aceros y  
Metales Limitada of Chile  
Jaime Repullo 178  
Talcahuano  
Chile

Attention: Mr. Victor Antonia Jara Barril  
Attention: [rahumada@inversioneslampa.ci](mailto:rahumada@inversioneslampa.ci)

**Notice of Appointment of Second Arbitrator**

Dear Sirs:

We represent Anisa Shipping Limited ("Anisa" or "Buyers") for claims arising out of the contract for sale of the vessel EX - AO "EL ARAUCANO," otherwise known as the M/V ARAU. On or about December 27, 2012 you were properly notified by email as per the MOA, as well as a follow up letter via international courier of Buyer's commencement of arbitration and proposal of Juan Anduiza as sole arbitrator under the terms of the contract. Twenty days have now passed since notice of appointment of Mr. Anduiza as arbitrator. You have neither responded by agreeing to the acceptance of Mr. Anduiza as sole arbitrator, nor appointed a second arbitrator. As such and as explicitly stated in our Arbitration Notice letter, due to your failure to do either, by way of this letter Anisa hereby appoints a second arbitrator.

Anisa proposes the appointment of Charles R. Cushing as an additional arbitrator. Mr. Cushing's contact information is as follows:

Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile  
Attention: Mr. Victor Antonia Jara Barril  
December 21, 2012  
Page 2

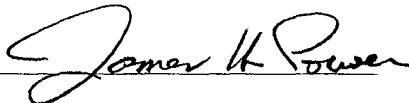
C.R. Cushing & Co., Inc.  
30 Vesey Street  
New York, NY 10007  
Tel: (212) 964-1180  
Fax: (212) 285-1334  
E-mail: [ccushing@crcco.com](mailto:ccushing@crcco.com)

Upon the nomination of Mr. Cushing as a second arbitrator, the two arbitrators will then select at their discretion a third arbitrator pursuant to Clause 18 of the MOA. Once the panel of arbitrators is selected, Buyers intend to proceed with the arbitration.

For your convenience we attach the original arbitration notice letter hereto.

Very truly yours,

HOLLAND & KNIGHT LLP

By 

James H. Power

*Attorneys for Anisa Shipping Limited*

cc: Juan Anduiza (via email: [juananduiza@optimum.net](mailto:juananduiza@optimum.net))  
Charles R. Cushing (via email: [ccushing@crcco.com](mailto:ccushing@crcco.com))



**EXHIBIT 4**

**JUAN A. ANDUIZA**  
**122 Sussex Avenue**  
**Manhasset, New York 11030**  
**516.627.5621**  
**Juananduiza@optimum.net**

February 6, 2013

Jack Berg, Esq.  
c/o Transammonia, Inc.  
320 Park Avenue  
New York, NY 10022  
Email: jackberg@msn.com

Re: Anisa Shipping Limited ("Buyer") and Sociedad Importadora de Aceros y Metales Limitada de Chile ("Seller")

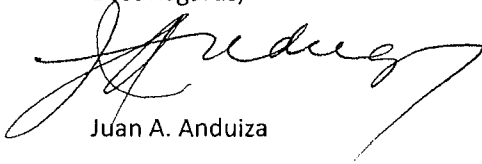
Dear Jack,

On December 21 2012, the undersigned, Juan Anduiza, was appointed as sole arbitrator by Holland & Knight, the attorneys for Buyer in the dispute over a vessel Sale and Purchase Agreement. Apparently, there has been no response by the Seller to the Notice and Demand for Arbitration. On February 1 2013, Holland & Knight, for reasons outlined in the enclosed Notice of Appointment, nominated C.R. Cushing as an additional arbitrator.

Counsel for Anisa now has asked us to select a third arbitrator. After due consideration, both the undersigned and Dr. Charles Cushing have agreed to appoint you as the third arbitrator. We understand that you have no conflicts and accept the appointment as the third arbitrator in this proceeding.

Now that the Panel has been constituted, we are of course available for discussions regarding the schedule for the arbitration.

Best Regards,



Juan A. Anduiza

enclosure

cc: Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile, Attn: Mr. Victor Antonia Jara Barril  
[rahumada@inversioneslampac.com](mailto:rahumada@inversioneslampac.com)  
Holland & Knight, c/o James Power, attorney for Anisa Shipping Limited -  
[James.power@hklaw.com](mailto:James.power@hklaw.com)  
Charles Cushing – [ccushing@crcco.com](mailto:ccushing@crcco.com)

# Holland & Knight

31 West 52nd Street | New York, NY 10019 | T 212.513.3200 | F 212.385.9010  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

December 21, 2012

**Via E-Mail**

Sociedad Importadora Exportadora de Aceros y  
Metales Limitada of Chile  
Jaime Repullo 178  
Talcahuano  
Chile

Attention: Mr. Victor Antonia Jara Barril  
Attention: [rahumada@inversioneslampa.ci](mailto:rahumada@inversioneslampa.ci)

**Arbitration Notice**

Dear Sirs:

We represent Anisa Shipping Limited ("Anisa" or "Buyers") for claims arising out of the contract for sale of the vessel EX - AO "EL ARAUCANO," otherwise known as the M/V ARAU, described below. We write this letter to commence arbitration against Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile ("Sociedad" or "Sellers"). Anisa proposes Juan Anduiza as sole arbitrator. Sociedad shall either agree to accept Juan Anduiza as sole arbitrator or appoint a second arbitrator within 20 days of this Arbitration Notice.

On February 23, 2012, a Memorandum of Agreement (MOA) was entered into between the parties for the delivery and acceptance of the ARAUCANO. On March 23, 2013 the vessel was inspected Pursuant to clause 4 of the MOA, which states that "[t]he ship since the signing of this agreement may be inspected by buyers. The sale is, therefore, subject to the terms and conditions set forth herein and inspection of the vessel which is sold in the state it is currently

Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile  
Attention: Mr. Victor Antonia Jara Barril  
December 21, 2012  
Page 2

and is known by buyers..." At the time of inspection the generators of the vessel were in working condition.

Further, clause 10 of the MOA provides that "The vessel will be delivered and taken by the buyers in the state, condition as inspected with fair wear and tear excepted and place it currently is, which is known and fully accepted by the buyers."

On February 28, 2013, in accordance with the MOA, Buyers remitted a deposit of USD \$101,843.00. The balance of the purchase price was remitted on May 11, 2012 in the amount of USD \$916,582.00.

The vessel was handed over to the buyers on May 14, 2012 and it was observed that none of the generators were working. Buyers incurred costs for the repair of the generators, and were unable to depart from the place of delivery for a period of 4 months and 28 days.

Clause 5 of the MOA states that "[t]he vessel will be delivered to buyers, and taken by them in the current location in which it is, that is, in the Bay of Talcahuano. Delivery is made within fifteen calendar days after the delivery of the documents specified in clause 12... Buyers are entitled to keep the boat in its current location in the bay of Talcahuano for a period of 40 days. If buyers must keep the vessel in its current location beyond 40 days the buyer pays a daily rate of US \$2200 from the date of expiry of 40 days."

Due to the material breach of clauses 4 and 10 of the MOA, namely, that the vessel was not delivered in the condition it was inspected, the vessel was not in fact "delivered" for the purposes of clause 5, and buyers were unable to move the vessel from its location within 40 days.

On or about October 12, 2012, the vessel was arrested by Chilean authorities, thus incurring substantial costs in connection with the arrest. Buyer asserts that because sellers breached the Agreement, this attachment was wrongful. Buyers have remitted full payment under the Agreement and thus have not breached clause 16, "Buyer's Default." Further, any

Sociedad Importadora Exportadora de Accros y Metales Limitada of Chile  
Attention: Mr. Victor Antonia Jara Barril  
December 21, 2012  
Page 3

delay in moving the vessel pursuant to clause 5 was caused by Seller's breach of the agreement for failure to deliver the vessel in proper condition.

Under clause 18 of the MOA, "[i]f any dispute arises concerning the interpretation or performance of this contract it shall be settled by arbitration in New York City, United States of America and subjected to a single arbitrator to be appointed by the parties hereto. If the parties cannot agree on the appointment of a sole arbitrator, the dispute shall be settled by three arbitrators, each party shall appoint one arbitrator and the third being appointed by the courts of that jurisdiction." Anisa hereby commences arbitration against Sociedad.

Anisa seeks a final award, stating that:

- (1) seller's failure to deliver the vessel in the condition it was inspected, including but not limited to properly working generators, constituted a breach of the Agreement;
- (2) due to seller's breach of the Agreement, buyer incurred substantial costs in connection with the repair of the vessel which shall be paid by buyer;
- (3) seller has breached the Agreement and thus the attachment of the vessel was wrongful;
- (4) as such, sellers shall be responsible for all damages in connection with the wrongful attachment, including but not limited to legal fees, bunker costs, and any delay damages which currently are estimated to be \$553,629.00 excluding interest, costs, and legal fees; and
- (5) any further relief which the Panel finds is due to buyer for seller's breach of the Agreement and for the wrongful attachment of the M/V ARAU.

In addition, Anisa seeks to recover from Sociedad the expenses of prosecuting these claims, including but not limited to its legal fees. Anisa reserves the right to supplement or amend its claims.

Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile  
Attention: Mr. Victor Antonia Jara Barril  
December 21, 2012  
Page 4

Pursuant to Clause 18 of the MOA, Anisa proposes the appointment of Juan Anduiza as an arbitrator. Mr. Anduiza's contact information is as follows:

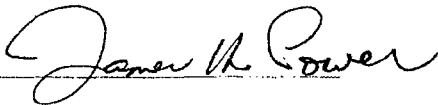
122 Sussex Dr.  
Manhasset, NY 11030  
Tel: (516) 627-5621  
Cell: (917) 287-4541  
E-mail: [juananduiza@optimum.net](mailto:juananduiza@optimum.net)

If Sociedad fails to agree to the appointment of Mr. Anduiza as an arbitrator pursuant to Clause 18, or in the alternative, appoint a second arbitrator within 20 days, Anisa will immediately appoint a second arbitrator.

We look forward to hearing from you as to Sociedad's agreement to Anisa's proposed arbitrator within this 20 day period.

Very truly yours,

HOLLAND & KNIGHT LLP

By 

James H. Power

*Attorneys for Anisa Shipping Limited*

cc: Juan Anduiza

# Holland & Knight

31 West 52nd Street | New York, NY 10019 | T 212.513.3200 | F 212.385.9010  
Holland & Knight LLP | www.hklaw.com

February 1, 2013

**Via E-Mail**

Sociedad Importadora Exportadora de Aceros y  
Metales Limitada of Chile  
Jaime Repullo 178  
Talcahuano  
Chile

Attention: Mr. Victor Antonia Jara Barril  
Attention: rahumada@inversioneslampa.ci

**Notice of Appointment of Second Arbitrator**

Dear Sirs:

We represent Anisa Shipping Limited ("Anisa" or "Buyers") for claims arising out of the contract for sale of the vessel EX - AO "EL ARAUCANO," otherwise known as the M/V ARAU. On or about December 27, 2012 you were properly notified by email as per the MOA, as well as a follow up letter via international courier of Buyer's commencement of arbitration and proposal of Juan Anduiza as sole arbitrator under the terms of the contract. Twenty days have now passed since notice of appointment of Mr. Anduiza as arbitrator. You have neither responded by agreeing to the acceptance of Mr. Anduiza as sole arbitrator, nor appointed a second arbitrator. As such and as explicitly stated in our Arbitration Notice letter, due to your failure to do either, by way of this letter Anisa hereby appoints a second arbitrator.

Anisa proposes the appointment of Charles R. Cushing as an additional arbitrator. Mr. Cushing's contact information is as follows:

Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile  
Attention: Mr. Victor Antonia Jara Barril  
December 21, 2012  
Page 2

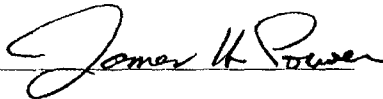
C.R. Cushing & Co., Inc.  
30 Vesey Street  
New York, NY 10007  
Tel: (212) 964-1180  
Fax: (212) 285-1334  
E-mail: [ccushing@crcco.com](mailto:ccushing@crcco.com)

Upon the nomination of Mr. Cushing as a second arbitrator, the two arbitrators will then select at their discretion a third arbitrator pursuant to Clause 18 of the MOA. Once the panel of arbitrators is selected, Buyers intend to proceed with the arbitration.

For your convenience we attach the original arbitration notice letter hereto.

Very truly yours,

HOLLAND & KNIGHT LLP

By 

James H. Power

*Attorneys for Anisa Shipping Limited*

cc: Juan Anduiza (via email: [juananduiza@optimum.net](mailto:juananduiza@optimum.net))  
Charles R. Cushing (via email: [ccushing@crcco.com](mailto:ccushing@crcco.com))



**EXHIBIT 5**

# Holland & Knight

31 West 52nd Street | New York, NY 10019 | T 212.513.3200 | F 212.385.9010  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

James H. Power  
(212) 513-3494  
[james.power@hklaw.com](mailto:james.power@hklaw.com)

February 13, 2013

*Via FedEx*

Mr. Victor Antonia Jara Barril  
Sociedad Importadora Exportadora de Aceros y  
Metales Limitada of Chile  
Jaime Repullo 178  
Talcahuano  
Chile

Re: Anisa Shipping v. Sociedad Importadora Exportadora de Aceros y Metales Limitada  
of Chile, Arbitration

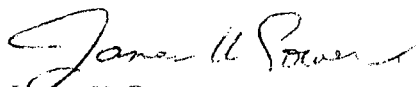
Dear Mr. Jara Barril:

Enclosed please find a copy of a letter which was emailed to Sellers at [rahumada@inversioneslampaci](mailto:rahumada@inversioneslampaci) by Juan Anduiza notifying you of the appointment of a third arbitrator in this matter, Mr. Jack Berg. We have also enclosed a copy of an email which was sent to you from Mr. Berg inquiring about Seller's intention to participate in this arbitration.

The arbitration of this matter will continue to move forward. Buyers will seek to compel arbitration in the U.S. District Court pursuant to the Federal Arbitration Act, 9 U.S.C. §4 after the expiration of five business days after we obtain confirmation from FedEx that this letter was delivered to the above stated address. After the District Court issues such an order, the arbitration panel will convene notwithstanding Sellers' default. All costs and fees associated with Buyer's efforts to compel arbitration will be included in the Panel's award and will be enforceable against you.

Sincerely yours,

HOLLAND & KNIGHT LLP



James H. Power

**JUAN A. ANDUIZA**  
**122 Sussex Avenue**  
**Manhasset, New York 11030**  
**516.627.5621**  
**Juananduiza@optimum.net**

February 6, 2013

Jack Berg, Esq.  
c/o Transammonia, Inc.  
320 Park Avenue  
New York, NY 10022  
Email: jackberg@msn.com

Re: Anisa Shipping Limited ("Buyer") and Sociedad Importadora de Aceros y Metales Limitada de Chile ("Seller")

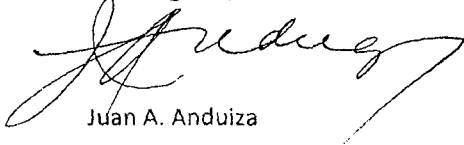
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Now that the Panel has been constituted, we are of course available for discussions regarding the schedule for the arbitration.

Best Regards,



Juan A. Anduiza

enclosure

cc: Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile, Attn: Mr. Victor  
Antonia Jara Barril  
[rahumada@inversioneslampac.com](mailto:rahumada@inversioneslampac.com)  
Holland & Knight, c/o James Power, attorney for Anisa Shipping Limited -  
[James.power@hklaw.com](mailto:James.power@hklaw.com)  
Charles Cushing - [ccushing@crcco.com](mailto:ccushing@crcco.com)

# Holland & Knight

31 West 52nd Street | New York, NY 10019 | T 212.513.3200 | F 212.385.9010  
Holland & Knight LLP | www.hklaw.com

December 21, 2012

**Via E-Mail**

Sociedad Importadora Exportadora de Aceros y  
Metales Limitada of Chile  
Jaime Repullo 178  
Talcahuano  
Chile

Attention: Mr. Victor Antonia Jara Barril  
Attention: rahumada@inversioneslampi.ci

**Arbitration Notice**

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We represent Anisa Shipping Limited ("Anisa" or "Buyers") for claims arising out of the contract for sale of the vessel EX - AO "EL ARAUCANO," otherwise known as the M/V ARAU, described below. We write this letter to commence arbitration against Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile ("Sociedad" or "Sellers"). Anisa proposes Juan Anduiza as sole arbitrator. Sociedad shall either agree to accept Juan Anduiza as sole arbitrator or appoint a second arbitrator within 20 days of this Arbitration Notice.

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Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile  
Attention: Mr. Victor Antonia Jara Barril  
December 21, 2012  
Page 2

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Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile  
Attention: Mr. Victor Antonia Jara Barril  
December 21, 2012  
Page 3

delay in moving the vessel pursuant to clause 5 was caused by Seller's breach of the agreement for failure to deliver the vessel in proper condition.

Under clause 18 of the MOA, "[i]f any dispute arises concerning the interpretation or performance of this contract it shall be settled by arbitration in New York City, United States of America and subjected to a single arbitrator to be appointed by the parties hereto. If the parties cannot agree on the appointment of a sole arbitrator, the dispute shall be settled by three arbitrators, each party shall appoint one arbitrator and the third being appointed by the courts of that jurisdiction." Anisa hereby commences arbitration against Sociedad.

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- (4) as such, sellers shall be responsible for all damages in connection with the wrongful attachment, including but not limited to legal fees, bunker costs, and any delay damages which currently are estimated to be \$553,629.00 excluding interest, costs, and legal fees; and
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In addition, Anisa seeks to recover from Sociedad the expenses of prosecuting these claims, including but not limited to its legal fees. Anisa reserves the right to supplement or amend its claims.

Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile  
Attention: Mr. Victor Antonia Jara Barril  
December 21, 2012  
Page 4

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122 Sussex Dr.  
Manhasset, NY 11030  
Tel: (516) 627-5621  
Cell: (917) 287-4541  
E-mail: [juananduiza@optimum.net](mailto:juananduiza@optimum.net)

If Sociedad fails to agree to the appointment of Mr. Anduiza as an arbitrator pursuant to Clause 18, or in the alternative, appoint a second arbitrator within 20 days, Anisa will immediately appoint a second arbitrator.

We look forward to hearing from you as to Sociedad's agreement to Anisa's proposed arbitrator within this 20 day period.

Very truly yours,

HOLLAND & KNIGHT LLP

By 

James H. Power

*Attorneys for Anisa Shipping Limited*

cc: Juan Anduiza

# Holland & Knight

31 West 52nd Street | New York, NY 10019 | T 212.513.3200 | F 212.385.9010  
Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

February 1, 2013

*Via E-Mail*

Sociedad Importadora Exportadora de Aceros y  
Metales Limitada of Chile  
Jaime Repullo 178  
Talcahuano  
Chile

Attention: Mr. Victor Antonia Jara Barril  
Attention: [rahumada@inversioneslampaci](mailto:rahumada@inversioneslampaci)

**Notice of Appointment of Second Arbitrator**

Dear Sirs:

We represent Anisa Shipping Limited ("Anisa" or "Buyers") for claims arising out of the contract for sale of the vessel EX - AO "EL ARAUCANO," otherwise known as the M/V ARAU. On or about December 27, 2012 you were properly notified by email as per the MOA, as well as a follow up letter via international courier of Buyer's commencement of arbitration and proposal of Juan Anduiza as sole arbitrator under the terms of the contract. Twenty days have now passed since notice of appointment of Mr. Anduiza as arbitrator. You have neither responded by agreeing to the acceptance of Mr. Anduiza as sole arbitrator, nor appointed a second arbitrator. As such and as explicitly stated in our Arbitration Notice letter, due to your failure to do either, by way of this letter Anisa hereby appoints a second arbitrator.

Anisa proposes the appointment of Charles R. Cushing as an additional arbitrator. Mr. Cushing's contact information is as follows:

Atlanta | Boston | Chicago | Fort Lauderdale | Jacksonville | Lakeland | Los Angeles | Miami | New York | Northern Virginia | Orlando  
Portland | San Francisco | Tallahassee | Tampa | Washington, D.C. | West Palm Beach



Sociedad Importadora Exportadora de Aceros y Metales Limitada of Chile  
Attention: Mr. Victor Antonia Jara Barril  
December 21, 2012  
Page 2

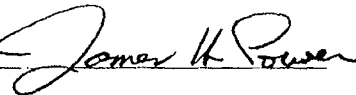
C.R. Cushing & Co., Inc.  
30 Vesey Street  
New York, NY 10007  
Tel: (212) 964-1180  
Fax: (212) 285-1334  
E-mail: [ccushing@crcco.com](mailto:ccushing@crcco.com)

Upon the nomination of Mr. Cushing as a second arbitrator, the two arbitrators will then select at their discretion a third arbitrator pursuant to Clause 18 of the MOA. Once the panel of arbitrators is selected, Buyers intend to proceed with the arbitration.

For your convenience we attach the original arbitration notice letter hereto.

Very truly yours,

HOLLAND & KNIGHT LLP

By 

James H. Power

*Attorneys for Anisa Shipping Limited*

cc: Juan Anduiza (via email: [juananduiza@optimum.net](mailto:juananduiza@optimum.net))  
Charles R. Cushing (via email: [ccushing@crcco.com](mailto:ccushing@crcco.com))

**Power, James H (NYC - X73494)**

---

**From:** Jack Berg [jackberg@msn.com]  
**Sent:** Thursday, February 07, 2013 1:21 PM  
**To:** rahumada@inversioneslampac.com  
**Cc:** juananduiza@optimum.net; PhD, P.E. Charles R. Cushing; Power, James H (NYC - X73494)  
**Subject:** Anisa v. Sociedad Importada Exportadora de Acero y Metales

I have been appointed chairman of the panel of arbitrators on the above captioned matter. Is it your intention to participate in this proceeding and defend the claims made against you regarding the sale of the vessel Araucano under the MOA february 23, 2012.

Please advise promptly so that the matter may proceed without undue delay

Jack Berg  
Transammonia Inc.  
320 Park Avenue  
New York, NY 10022  
Phone: 212-223-3200  
Fax : 212-759-1410  
E-Mail : [jackberg@msn.com](mailto:jackberg@msn.com)



February 26, 2013

Dear Customer:

The following is the proof-of-delivery for tracking number **877024555206**.

---

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivered to:</b>	Receptionist/Front Desk
<b>Signed for by:</b>	M.CARRASCO	<b>Delivery location:</b>	TALACAHUANO
<b>Service type:</b>	FedEx International Priority	<b>Delivery date:</b>	Feb 18, 2013 10:32
<b>Special Handling</b>	Deliver Weekday		

**NO SIGNATURE IS AVAILABLE**

FedEx Express proof-of-delivery details appear below; however, no signature is currently available for this shipment. Please check again later for a signature.

---

**Shipping Information:**

<b>Tracking number:</b>	877024555206	<b>Ship date:</b>	Feb 13, 2013
		<b>Weight:</b>	1.0 lbs/0.5 kg

<b>Recipient:</b>	<b>Shipper:</b>
TALACAHUANO CL	NEW YORK, NY US

<b>Reference</b>	1341796.00001
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Thank you for choosing FedEx.